



6-24-2011

GSA National Capital Region

(b) (6)

Vornado/Charles E. Smith  
2345 Crystal Drive  
Suite 1000  
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 196907

(b) (6)

This letter is in response to your Freedom of Information Act (FOIA) request, dated May 20, 2011, in which you requested a copy of the:

- SF-2 for 7475 Wisconsin Avenue, GSA (unspecified), GS-11B02277
- SF-2 for 425 Eye Street, NW, GSA (unspecified), 9DC2269-1
- SF-2 for Patriots Plaza, GSA (unspecified), GS-11B-02193
- SF-2 for Inglewood Business Center, GSA (unspecified), LMD02247
- SF-2 for 717 14<sup>th</sup> Street NW, GSA (unspecified), GS-11B-02267
- SF-2 for 717 14<sup>th</sup> Street NW, GSA (unspecified), GS-11B-02268

Enclosed is a copy of the requested information. This completes the action on your request. Should you have any questions, please do not hesitate to contact Toni Slappy, FOIA Coordinator at (202) 619-6200.

Sincerely,

A handwritten signature in cursive script that reads "Claire L. Fortune".

Claire L. Fortune  
Director  
Office of Organizational Resources  
Public Buildings Service

Enclosure

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
(FPR 41 CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE APRIL 8, 2011

LEASE # GS-11B-02277

THIS LEASE, made and entered into this date between: BETHESDA CRESCENT (WISCONSIN) CO. L.P.

Whose address is: c/o Brookfield Properties  
750 9<sup>th</sup> Street NW, Suite 700  
Washington, DC, 20001-4590

And whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 11,927 BOMA Rentable Square Feet (BRSF) [yielding 10,344 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space, consisting of the entire 7th floor and being Suite 700, in the office building known as Bethesda Crescent, located at 7475 Wisconsin Avenue, Bethesda, Maryland, 20814 - 3497, to be used for office and related purposes as determined by the Government (Refer to "Exhibit A" for a floor plan).

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5) Year Firm term beginning on the lease commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvement" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay Lessor a total annual rent of \$538,612.08 (\$52.07/BOASF) at the rate of \$44,884.34 per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) equal to (b) (4) base year real estate taxes, and \$41,576.00 to amortize a (b) (4) annual interest. The operating cost base includes the daytime cleaning premium of \$0.86 /BOASF. Payment of CPI adjustments on operating costs and adjustments for real estate taxes shall be made by the Government in accordance with SFO #07-015. Rent checks shall be made payable to: Bethesda Crescent Wisconsin Sub LLC and paid as follows: (a) if by wire: Wells Fargo Bank, N.A., San Francisco, CA, ABA # 121 000 248, Account #: 4123012510, Account Name: Bethesda Crescent Wisconsin Sub LLC, (b) if by overnight delivery: Bethesda Crescent Wisconsin Sub LLC, Lockbox Number 823610, Route 38 & East Gate Drive, Moorestown, NJ 08057, or (c) if by U.S. Mail: Bethesda Crescent Wisconsin Sub LLC, P.O. Box 823610, Philadelphia PA 19182-3610.

The Government's percentage of occupancy for real estate tax purposes shall be 9.27% based on 11,927 RSF /128,703 RSF, subject to confirmation of the total rentable area of the building.

4. The Government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall \_\_\_\_\_ accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. The Government shall have the right to one (1) lease renewal option for a five (5) year firm term at an annual rental rate \$626,018.88 (\$60.52/BOASF) at the rate of \$52,168.24 per month in arrears, plus cumulative and continuing operating expense adjustments from the initial lease term (i.e., accrued operating expense adjustments are not included in the specified rental rate for the renewal term). Rent shall continue to be adjusted for operating cost escalations as provided in SFO #07-015. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 3.5, using the base year established for the initial firm term. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing the day after the date of mailing.

LESSOR 11 0 GOV'T 10

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, prior to substantial completion of the leased premises, the Lessor shall correct all deficiencies and comply with all recommendations and findings of the completed Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider No.2 attached hereto.

b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (TIA) of \$206,880.00 (\$20.00 / 10,344 BOASF). This TIA is amortized in the rent at an annual interest rate of 0% (zero percent) per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.

c) The Government's percentage of occupancy for real estate tax purposes shall be 9.27%, based on 11,927 BRSF/128,703BRSF.

d) Pursuant to paragraph 7.0 of the SFO: services, utilities and maintenance shall be provided daily, extending from 7:00 AM to 6:00 PM, except Saturdays, Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$65.00 for the leased premises per hour, beyond normal hour schedule. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (3.7 & 3.8) of the SFO.

e) DAYTIME CLEANING: The rate for daytime cleaning is \$0.86 per BOASF, which is included in the rent and shall take place during normal business hours.

f) The general contractor's total fees for overhead and profit shall be 5%. The total fees for general conditions shall be 5% and the total fees for construction management/coordination fees shall be 10%. Architectural and engineering fees, if any, shall not exceed \$3.50 per BOASF for the included \$20.00/BOASF of Tenant Improvements. Any such fees will be paid for out of the Tenant Improvements allowance. The architectural and engineering fees contained herein are for standard office build-out. Should the Government require architectural or engineering services for above-standard office or specialized areas that exceed \$3.50 per BOASF, then the overage shall be paid for by the Government or out of the Tenant Improvement Allowance.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-015, 52 PAGES
- 2) SECURITY RIDER #1, 1 PAGE
- 3) FIRE & LIFE SAFETY RIDER #2, 2 PAGES
- 4) RIDER #3, 2 PAGES
- 5) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 6) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 7) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 8) ATTACHMENT #4, FIRE AND LIFE SAFETY REPORT, 13 PAGES
- 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 12) FLOOR PLAN "EXHIBIT A" 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: BETHESDA CRESCENT (WISCONSIN) CO. L.P.  
By: BETHESDA CRESCENT (WISCONSIN) GP LLC, its general partner

By: (b) (6) Title:

Name: [Redacted]  
[Redacted] Carney  
Sr. Vice President Vice President and  
Regional Counsel

IN PRESENCE

(b) (6)

Name: [Redacted]

Address 750 9th Street NW, Suite 700, Washington, DC  
20001-4590.

UNITED STATES OF AMERICA

BY

(b) (6)

TITLE

CONTRACTING OFFICER, GSA, NCR,

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 101-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: 5-27-2010 LEASE #GS-11B-02178

THIS LEASE, made and entered into this date between 425 Eye Street NW, L.P.  
whose address is c/o Paramount Group, Inc.  
1633 Broadway, Suite 1801  
New York, NY 10019

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

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WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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1. The Lessor hereby leases to the Government the following described premises:

A total of 285,434 BOMA Rentable Square Feet (BRSF) (yielding approximately 248,432 ANSI/BOMA Office Area Square Feet (ABOA)) and consisting of 13,415 BRSF (yielding approximately 12,867 ABOA) located on a portion of the 1<sup>st</sup> floor, 53,059 BRSF (yielding approximately 45,793 ABOA) located on the entire 2<sup>nd</sup> floor, and 54,740 BRSF (yielding approximately 47,443 ABOA) located on each of the entire 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> floors in the building located at 425 Eye Street, N.W., Washington, DC 20001 to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See floor plans of leased premises included in Attachment A). The Federal Government shall be the only tenant on floors 2 through and including 6 of the building.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of Solicitation for Offers SFO # 9DC2269-1 (SFO) attached as Attachment B, including SFO paragraphs 1.9 and 5.12, and General Clauses 13 and 21, and continuing for a term of 10 years from the Lease commencement date, unless sooner terminated in accordance with paragraph 4 of this Standard Form 2. The commencement date shall be established in accordance with the SFO in a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$12,273,662.00 (\$43.00/BRSF; \$49.40/ABOA) at the rate of \$1,022,805.17 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: 425 Eye Street, NW, L.P., P.O. Box 11550A, New York, NY 10286-1550, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in the total amount of \$12,404,427.64 for the firm term of the lease applied as follows: (a) a portion of the monthly shell rent for the first and second full months of the first year of the lease shall be abated by \$576,785.40 each for a total of \$1,153,570.80 as more fully set forth in paragraph 6(C) below; (b) the seventh through the twelfth month of the first year of the lease shall be abated entirely (including operating costs) or by (b) (4) and (c) the eighth through the twelfth month of the second year of the lease shall be abated entirely (b) (4) or by (b) (4). In addition, if the lease is not terminated at the end of the seventh year, rent shall be abated in its entirety by an additional (b) (4) as follows: (d) the rent for months two through twelve of the eighth year of the lease shall be abated in its entirety in the amount of (b) (4) and (e) the rent for months seven through twelve of the ninth year of the lease shall be abated in its entirety in the amount of (b) (4) adjustments).

4. The Government may terminate this Lease effective as of the expiration of the seventh (7<sup>th</sup>) year of the Lease upon 270 days prior written notice and without payment of any termination fee or penalty of any kind. Said notice shall be computed commencing with the day after the date of mailing. No rental shall accrue after the effective date of termination.

5. (Intentionally Deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent.

B. There is no Tenant Improvement Allowance included in the rent (except to the extent that the Government utilizes the Warm Lit Shell Credit). Unless otherwise agreed upon in writing and signed by the Contracting Officer, all initial Tenant Improvements shall be funded by lump sum in accordance with SFO Subparagraph 3.3.A.1 which shall be paid to Lessor upon substantial completion and acceptance of the space. Any credit that results from the exercise of the Warm Lit Shell Credit of SFO Subparagraph 1.2.D shall be used to reduce the amount of the lump sum payment otherwise required above. All Tenant Improvements required for occupancy shall be performed by Lessor, and all improvements shall meet the quality and performance standards and requirements of the SFO and its attachments, including the Government's Program of Requirements (Attachment L hereto). The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 5.3 "Tenant Improvements Pricing Requirements." In accordance with SFO Subparagraph 3.5.B.2, within 15 days of award, Lessor shall provide the names and qualifications for at least two proposed construction contractors for approval by the Government. Lessor may contract with any of the approved contractors provided that competition at the subcontractor level for each trade shall meet the requirements of the SFO.

C. In accordance with Paragraph 2.5 "Broker Commission and Commission Credit" of the SFO, Studley, Inc. is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of (b) (4) of the lease value for the seven year firm term. The total amount of the commission is (b) (4). In accordance with the "Broker Commission and Commission Credit" paragraph, Studley, Inc. has agreed to forego (b) (4) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is (b) (4) and shall be paid as free rent in equal monthly installments of (b) (4) during the 1<sup>st</sup> and 2<sup>nd</sup> full months of the first year of the lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution of this lease by the Government and payable within 30 days of the receipt of an invoice.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell portion of the rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the First Full Month of the Lease term and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted First Full Month's Rent; and

Second Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Second Full Month's Rent.

In addition to the abatement of rent from the Commission Credit, rent for 28 full months of the lease term (inclusive of operating costs) in the total amount of (b) (4) plus operating costs adjustments shall be abated in its entirety as set forth above.

D. For purposes of Paragraphs 4.2 and 4.3 of the SFO, the Government's percentage of occupancy is 77.63%, based on occupancy of 285,434 BRSF in a building of 367,677 BRSF. Evidence of payment of real estate taxes shall be furnished as provided by Paragraph 4.2(C)(9) of the SFO.

E. For purposes of Paragraphs 4.3 of the SFO, as of the date hereof, the operating cost base is \$2,338,189.99 or \$8.191701 per BRSF for 285,434 BRSF.

F. Pursuant to Paragraph 3.10 "Common Area Factor", the Add-On Factor is determined to be 1.148942165, calculated as follows: 285,434 BRSF/248,432 ABOA.

G. In connection with the initial and subsequent buildout of Tenant Improvements, the following limits on markups, fees, and design costs shall apply: General Conditions shall not exceed 5%, General Contractor's combined overhead and profit shall be 3%, Lessor's overhead, profit, and other management fees shall be 3%, and architectural/engineering (excluding Design Intent Drawings (DIDs), but including all other architectural, audio/visual, telecommunications, security, mechanical, electrical, plumbing, and structural design and engineering



services) costs shall be \$4.06/ABOA, and \$5.71/ABOA if DIDs are included. The combined total of the foregoing markups and fees shall not exceed 11% plus the architectural fees above for Tenant Improvement Pricing of up to \$80.00/ABOA. These markups and architectural fees are all subject to the right of the Government and Lessor to reasonably negotiate lower individual markups based upon the actual scope of work of the requirement. In evaluating the reasonableness of the price for Tenant Improvements under Paragraph 5.3 of the SFO, the Government may consider the timing of the payment for those Tenant Improvements. Unless the Government elects to require the Lessor to prepare DIDs, the Government shall be responsible for preparing DIDs using its own, in-house resources and at its sole expense. The cost to provide slab penetrations as required by SFO Paragraph 1.2 (F) is \$74,301.20 or \$0.30/ABOA and will be paid for by the Government. Notwithstanding the floor plans attached as Attachment A showing otherwise, the location of the slab penetrations and the 10,000 sf. ft. of augmented floor loading required by SFO Paragraph 1.2 (J) shall be subject to the approval of the Government.

H. Pursuant to Paragraph 1.2(D) of the SFO, the Warm Lit Shell Credit, which shall be applicable only to the BOMA office area portion of the Leased premises, shall be \$5,383,496.96 or \$21.67 per ABOA. The Government hereby exercises its option to take the Warm Lit Shell Credit in lieu of the building shell items listed in Paragraph 1.2(D) of the SFO. The Government may, at its option, exercised in writing at anytime prior to occupancy, convert all or part of the rental abatement for the Seventh Month of the First Year of the Lease to an equivalent amount of an additional credit that shall be immediately available and applied in the same manner as the Warm Lit Shell Credit. Lessor agrees that all exterior windows of the building shall meet the specification attached as Attachment P.

I. Pursuant to paragraphs 4.5 and 4.7 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 5:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule for overtime HVAC shall be provided at rates of (i) \$71,756.55 per year for regular overtime HVAC throughout the entire leased premises for the additional two hours of 6:00 am - 7:00 am and 5:00 pm - 6:00 pm, Monday through Friday ("Regular Overtime") or (ii) an initial start up cost (including the first zone) of \$102.84 plus \$9.74 per additional hour per zone (four zones per floor) for usage beyond the Normal or Regular Overtime. There is a three hour minimum usage for weekend and holidays. The foregoing overtime HVAC rates shall escalate at the rate of 3% per year. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power. If the Government elects to require Daytime Cleaning as set forth in SFO Paragraph 4.8, the additional charge shall be \$0.09/ABOA which shall be added to the rent and operating costs. The back-up generator required by SFO Paragraph 1.2(I) shall be located as shown on the floor plans, Attachment A hereto.

J. The adjustment to the rent for space previously occupied by the Government and then vacated shall be \$2.20/ABOA.

K. During the term of this lease, the Government, including Government employees occupying the leased premises, may purchase individual permits separate and apart from the rent due under Paragraph 3 hereof to lease up to 190 parking permit located in the building's underground parking garage at annual rates of \$2,700 per non-reserved permit and \$6,000 per reserved space.

L. A copy of SFO Attachment -Fire Protection and Life Safety Evaluation (FPLSE) is attached as Attachment C. Upon request of the Government, Lessor agrees to furnish an updated Fire Protection and Life Safety Evaluation. Lessor shall ensure and provide as necessary at Lessor's expense, all Fire and Life Safety improvements required by this SFO to ensure that the building meets all local and national codes including NFPA 101. Exit separation shall be in accordance with the terms of the Lease and the FPLSE. Lessor agrees to make, at its expense, the improvements or corrections specified as part of the FPLSE and as recommended by GSA fire safety review, attached as Rider No 1 to this SF2. All improvements must be made prior to the Government's acceptance of space, and confirmed by the Fire Safety Engineer within 90 days following occupancy.

M. The Lessor shall operate a shuttle service as set forth in the attached Shuttle Plan at no cost to the Government. Lessor agrees to use commercially reasonable efforts to obtain signage and a weather protected shelter for the shuttle at the Metrorail Station. A copy of the Shuttle Operation Plan including supplemental letter is attached as Attachment M.

N. Paragraph 1.2(M) of the SFO requires that Lessor achieve a LEED-CI Certification. Lessor has furnished a LEED Scorecard, attached as Attachment D. In the event that any specific decision or decisions by the Government with respect to the tenant improvements is inconsistent with the LEED Scorecard on Attachment D, Lessor shall so inform the Government in writing and present reasonable alternatives that are compliant, including

obtaining alternative points. The Government may elect to proceed with its decision notwithstanding the notice by Lessor of its inconsistency with the LEED Scorecard. In that event, Lessor shall be relieved of the requirement to obtain LEED-CI Certification provided that Lessor has obtained all of the other required points set forth on the Scorecard, and not obtained a sufficient number of the alternative points. Alternative points are the ones shown on the Scorecard in the column marked with "?", but not counted upon to obtain a LEED-CI Certification. Any specific decision or decisions by the Government with respect to the Tenant Improvements that is inconsistent with the LEED Scorecard shown on Attachment D and that result in schedule delay for the design, construction and delivery of space shown in Attachment N unless offset by earlier completion of the Government's other responsibilities within the schedule shall constitute "Government Delay" pursuant to Paragraph O of this document.

O. Lessor and the Government have agreed to a schedule for the design, construction and delivery of space that is consistent with the terms and the timeframes set forth in the SFO. The agreed upon schedule is attached as Attachment N. The start date for the initial task shall commence upon the full execution of this Lease. The start dates for all subsequent tasks shall adjust accordingly with the durations for each task remaining the same. Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such failure shall constitute "delay," unless it is Excusable Delay. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delays shall equal the total number of days of delay for a given stage of the schedule. Delay in substantial completion shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of Government Delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for variable services and utilities not provided to the premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Each day of Lessor Delay will be governed by Paragraph 5.7 of the SFO. Following lease award the parties will meet and negotiate in good faith in an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than is set forth in the schedule attached to the Lease as Attachment N. Absent such an agreement, Attachment N will govern.

P. Prior to exercising a right to terminate the Lease under General Clause 11 or 16(a) or any other provision of the Lease, the Government will provide Lessor with written notice of the claimed default and use reasonable efforts to provide the notice to one lender as identified by Lessor as its lender (as long as the Government is provided with the address for notification to the Lender), which notice shall provide Lessor and/or its Lender with at least a thirty (30) day period in which to cure the default. In addition, prior to exercising a right to terminate the Lease under General Clause 11 or 16 (a) (1), or any other provision of the Lease, the Government shall provide Lessor and its Lender with such additional time to cure the default as is necessary provided that Lessor shows to the reasonable satisfaction of the Government that (1) it is diligently prosecuting the work required to cure the default, and (2) the default will be cured within a reasonable period of time, not to exceed a total of ninety (90) days, as determined by the Government. Any such additional time to cure the default shall be conditioned upon Lessor's continuing to diligently pursue the cure of the default throughout the period and upon a demonstration by the Lessor to the reasonable satisfaction of the Contracting Officer through the submission of a detailed schedule and construction management plan (including, if necessary, the use of double shifts, overtime, expedited shipping, and other appropriate acceleration strategies) that the default can be cured within a reasonable period of time which shall not exceed 90 days. Notwithstanding the opportunity to cure a default as provided herein, Lessor shall remain liable for any damages that result from its failure to perform its obligations in accordance with the Lease. Notwithstanding anything else in this Subparagraph P, if the default is of a health or life threatening nature, this Subparagraph P shall not apply and the Government may exercise its rights as stated in General Clauses 11 and/or 16(a) or other provisions of the Lease.

Q. In considering consenting to a proposed assignment under General Clause 2, the Lessor may consider the creditworthiness of the proposed assignee in relationship to the Government's creditworthiness, and the proposed assignee's intended use of the space in giving or withholding consent.

R. In accordance with SFO Subparagraph 3.3.A.1, and paragraph 6(B) of this SF-2, the Government is not required to pay for Tenant Improvements until substantial completion and acceptance by the Government. Notwithstanding this provision, the Government agrees to consider an alternative payment method, provided that the method complies with 41 U.S.C. 255(d) and FAR Part 32, and is approved by the Government in accordance with applicable laws and regulations. Any alternative payment method and related terms will be memorialized in a Supplemental Lease Agreement. The Government's willingness to consider an alternative payment method shall not be considered an obligation to make such payments.

S. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Floor Plans of the Leased Premises - 6 pages
- B. Solicitation For Offers No. 9DC2269-1 - 60 pages
- C. Fire Life Safety Evaluation - 12 pages
- D. LEED CI Scorecard - 3 page
- E. Pre-Lease Security Report - 9 pages
- F. Seismic Certificate - 1 page
- G. GSA Form 1217 - 1 page
- H. GSA Form 3517B revised to include ARRA clauses - 38 pages
- I. GSA Form 3518 - 7 pages
- J. Small Business Subcontracting Plan 13 pages
- K. Security Unit Price List 2 pages
- L. Program of Requirements - 221 pages
- M. Shuttle Operations Plan (including supplemental letter) - 76 pages
- N. Design and Construction Schedule - 1 page
- O. Rider No. 1- Fire Life Safety Recommendations- 1 page
- P. Product Specification for Exterior Windows- 2 pages

8. The following changes were made in this Lease prior to its execution:

Paragraph 5 has been deleted in the entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: 425 Eye Street NW, L.P.

By: By: PGREF I 425 GP, Inc., its general partner

By: (b) (6)  
Jolanta K. Bott, Vice President

IN PRESENCE

OF (b) (6) ADDRESS 1633 Broadway, NY, NY

UNITED STATES OF AMERICA

BY (b) (6)  
CONTRACTING OFFICER



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

5/25/2010

LEASE No. GS-11B-02193

THIS LEASE, made and entered into this date by and between NewTower Trust Company Multi-Employer Property Trust whose address is:

c/o Kennedy Associates Real Estate Counsel, LP  
1215 Fourth Avenue, Suite 2400  
Seattle, Washington 98161-1085  
Attn: Executive Vice President - Asset Management

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WITNESSETH:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 58,143 BOMA rentable square feet (BRSF) equivalent to 51,227 ANSI/BOMA Office Area square feet (ABOA) of office and related space, consisting of a portion of the Tenth (10<sup>th</sup>) Floor (2,491 BOASF/ 2,819 BRSF), the entire Eleventh (11<sup>th</sup>) Floor (24,935 BOASF/ 28,248 BRSF) and the entire Twelfth (12<sup>th</sup>) Floor (23,801 BOASF/ 27,076 BRSF), being shown on the floor plans attached as Exhibit A and made part hereof, as well as ten (10) reserved parking spaces for Official Government Vehicles in the building known as Patriots Plaza II and located at 375 E Street, SW, Washington, DC 20024-3221.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a five (5) year firm term with one five (5) year option commencing in accordance with Solicitation for Offers No. 9DC2442. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. The Government shall pay the Lessor the annual rent of \$2,820,222.30 (\$48.50 per BRSF) at the rate of \$235,018.53 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: NewTower Trust Company Multi-Employer Property Trust c/o Kennedy Associates Real Estate Counsel, LP, 1215 Fourth Avenue, Suite 2400, Seattle, Washington 98161-1085, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the rent shall be fully abated for the first two (2) months of the lease term, equivalent in value to \$470,037.05. In addition, a portion of the monthly rent shall be partially abated during the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) months of the lease term, in equal monthly amounts of \$105,300.05, for a total of \$210,600.10, as more fully set forth in Paragraph 6(L) below.
4. [Intentionally Deleted]
5. This lease may be renewed at the option of the Government, for the following term and at the following rental:  
  
The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$2,936,221.50 payable at the rate of \$244,685.13 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 9DC2442. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 9DC2442. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
  - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOA Tenant

LESSOR  GOVT 

Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$8.42 per ABOA per year. The total amount of the Tenant Improvement allowance is \$2,155,632.16. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.

- C) The adjustment for vacant premises shall be \$4.64 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. 9DC2442.
- D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 18.08% for tax purposes, as calculated: 58,143 BRSF/ 321,502 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
- E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.1350, as calculated: 58,143 BRSF/ 51,227 ABOA.
- F) The base amount for annual operating costs adjustments is (b) (4) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 9DC2442. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO. The first year of full assessment shall be the year in which the assessor has established a value for the building at full occupancy.
- G) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$20.00 per hour per floor or any portion of a floor for the first 200 overtime hours and \$25.00 per hour per floor or any portion of a floor for any required overtime HVAC hours thereafter.
- H) Pursuant to Paragraph 1.1(B) of the SFO, the ten (10) structured, reserved parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government. The cost for Unreserved Parking for the Government occupants shall be at the prevailing rate of \$180 per month per parking space.
- I) All janitorial services outlined in paragraph 4.8 of the SFO shall be performed during Normal Hours, at no additional cost to the Government.
- J) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed five percent (5%) of the Construction Costs; (2) General Contractor's fee shall not exceed two percent (2%) of the Construction Costs; (3) Architectural and Engineering fees shall not exceed \$3.63 per ABOA; and (4) There shall be no Project Management fees as Project Management is handled outside of the Tenant Improvement Allowance pursuant to Lessor's existing contract.
- K) Commission and Commission Credit – The Lessor has agreed to pay a lease commission of (b) (4) of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is (b) (4) In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (Studley, Inc.) shall forego (b) (4) of the Commission ("Commission Credit"). The Commission Credit is (b) (4) The Lessor agrees to pay the Commission less the Commission Credit (b) (4) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated February 22, 2010.

Notwithstanding Paragraph 3 of this Standard Form 2, the rental payments due and owing under this lease for months three (3) and four (4) of the lease term shall be reduced in equal amounts of \$105,300.05 to fully recapture this Commission Credit. Thus the total rent due for the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) months shall be \$129,718.48.

LESSOR \_\_\_\_\_ GOV'T \_\_\_\_\_

7. The following are attached and made a part hereof:

- A) Exhibit A - Floor plans of leased area, 3 pages;
- B) Solicitation for Offers #9DC2442, 53 pages;
- C) Pre-Lease Security Plan, 10 pages;
- D) Fire Protection & Life Safety Evaluation, 15 pages;
- E) GSA Form 1217, Lessor's Cost Statement, 1 page;
- F) GSA Form 3517B, General Clauses, 33 pages;
- G) GSA Form 3518, Representations And Certifications, 7 pages;
- H) GSA Form 1364, Proposal to Lease Space, 2 pages;
- I) Certificate of Seismic Compliance, 2 pages;
- J) Small Business Subcontracting Plan, 13 pages;
- K) Security Unit Price List, 2 pages;

8. The following changes were made in this lease prior to its execution:

Paragraph 4 of this SF2 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

NewTower Trust Company Multi-Employer Property Trust

By: Kennedy Associates Real Estate Counsel, LP Authorized Signatory

By: Kennedy Associates Real Estate Counsel, GP, LLC, its General Partner

(b) (6)  
\_\_\_\_\_  
(Signature)

Robert Coulman, Vice President  
(Printed Name and Title)

Date: March 11<sup>th</sup> 2010

7315 Wisconsin Avenue, #350W, Bethesda, Maryland 20814

IN PRESENCE OF:

(b) (6)  
\_\_\_\_\_  
(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

(b) (6)  
\_\_\_\_\_  
James J. Phelan

Contracting Officer  
(Official title)

LESSOR

GOV'T

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: 3/24/11

LEASE No. LMD02247

THIS LEASE, made and entered into this date by and between New Boston Inglewood I LLC  
whose address is: c/o Transwestern Carey Winston, LLC  
8820 Columbia 100 Parkway, Suite 301  
Columbia, MD, 21045-2172

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WITNESSETH:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 40,682 BOMA rentable square feet (BRSF) yielding 39,579 ANSI/BOMA Office Area square feet (ABOA) of office and related space, consisting of a portion of the First (1<sup>st</sup>) Floor being shown on the floor plans attached as Exhibit A and made part hereof, as well as thirty-six (36) reserved parking spaces for Official Government Vehicles in the building known as Inglewood Industrial Center #6 and located at 1220 Caraway Court, Largo, MD 20774.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term with one five (5) year option commencing upon the Government's acceptance of the space for occupancy, such occupancy being required either by July 1, 2011 (See Solicitation for Offers No. OMD2041, Par 1.9) or in accordance with the schedule set forth in Solicitation for Offers No. OMD204, Par 5.9, whichever is later. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. The Government shall pay the Lessor the annual rent of \$821,369.58 (\$20.19 per BRSF) at the rate of \$68,447.47 per month in arrears. This rent is inclusive of the operating expense base and the initial tax base. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: New Boston Inglewood I LLC, c/o Transwestern, 6700 Rockledge Drive, Suite 400A, Bethesda, MD, 20817-1849, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, a portion of the monthly rent shall be abated during the first (1<sup>st</sup>) through fifth (5<sup>th</sup>) months of the lease term, in equal monthly amounts of \$25,380.32, for a total of \$126,901.60, as more fully set forth in Paragraph 6(K) below.
4. [Intentionally Deleted]
5. This lease may be renewed at the option of the Government, for the following term and at the following rental:  
  
The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$698,509.94 payable at the rate of \$58,209.16 per month in arrears. This rent is inclusive of the initial operating expense base and the initial tax base but exclusive of cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO OMD2041. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO OMD2041. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
  - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOA Tenant Improvement allowance amortized at 8.0% over the initial firm term, which amortization amount equals \$6.13 per ABOA per year. The total amount of the Tenant Improvement allowance is \$1,665,484.32. The

LESSOR  GOV'T 

Government shall be entitled to utilize the Tenant improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.

- C) The adjustment for vacant premises shall be \$1.25 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. OMD2041.
- D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 53.57% for tax purposes, as calculated: 40,682 BRSF/ 75,947 BRSF. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO.
- E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.0278, as calculated: 40,682 BRSF/ 39,579 ABOA.
- F) The base amount for annual operating costs adjustments is (b) (4) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. OMD2041.
- G) Pursuant to paragraph 4.7 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm Saturdays, excluding Sundays and federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule shall be provided at the rate of \$45.00 per hour. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- H) Pursuant to Paragraph 1.1(B) of the SFO, the thirty-six (36) reserved parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government. An addition 108 non-reserved parking spaces shall also be made available for the Government's use at no additional cost. Twelve (12) of the aforementioned reserved parking spaces shall be secured through means acceptable to the Government at the Government's sole expense.
- I) All janitorial services outlined in paragraph 4.8 of the SFO shall be performed during Normal Tenant Working Hours, at no additional cost to the Government.
- J) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed ten percent (10%) of the Total Subcontractors Costs; (2) General Contractor's fee shall not exceed six percent (6%) of the Total Subcontractors Costs; (3) Architectural and Engineering fees shall not exceed \$3.00 per ABOA; and (4) Project Management fees shall not exceed six percent (6%) of the Total Subcontractors Costs. These markups are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.
- K) Commission and Commission Credit - The Lessor has agreed to pay a lease commission of (b) (4) of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is (b) (4). In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (Studley, Inc.) shall forego (b) (4) of the Commission ("Commission Credit"). The Commission Credit is (b) (4). The Lessor agrees to pay the Commission less the Commission Credit (b) (4) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated January 21, 2011.  
  
The rental payments due and owing under this lease for months one (1) through five (5) of the lease term shall be reduced in equal amounts of \$25,380.32 to fully recapture this Commission Credit. Thus the total rent due for the first (1<sup>st</sup>) through fifth (5<sup>th</sup>) months shall be \$43,067.15 per month in arrears.
- L) In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A) Exhibit A - Floor plan of leased area, 1 page;
- B) Rider #1 - Fire Protection and Life Safety Corrections, 1 page;
- C) Rider #2 - Energy Efficient Upgrades, 1 page;
- D) Rider #3 - Escrow and Guarantee, 1 page;
- E) Solicitation for Offers #OMD2041, 50 pages;

LESSOR  GOVT 

- F) SFO Amendment #1 -- Energy Star, 4 pages;
- G) Pre-Lease Security Plan, 4 pages;
- H) Fire Protection & Life Safety Evaluation, 15 pages;
- I) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- J) GSA Form 3517B, General Clauses, 33 pages;
- K) GSA Form 3518, Representations And Certifications, 7 pages;
- L) GSA Form 1384, Proposal to Lease Space, 3 pages;
- M) Certificate of Seismic Compliance, 5 pages;
- N) Small Business Subcontracting Plan, 14 pages;
- O) Security Unit Price List, 2 pages;

8. The following changes were made in this lease prior to its execution:

Paragraph 4 of this SF2 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

New Boston Inglewood I LLC

By: Transwestern Carey Winston, L.L.C. dba Transwestern, Receiver pursuant to court order dated 1/4/2011

By:   
(Signature)

Christopher Sanger, Exec. V. Pres & General Counsel

(Printed Name and Title)

Date: 2/22/2011

6700 Rockledge Drive, Suite 400-A  
Bethesda, MD 20817  
(Address)

IN PRESENCE OF

  
(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY:   
James J. Phelan

Contracting Officer  
(Official title)

LESSOR

GOV'T

Page 3 of 3



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: APR - 1 2011

LEASE No. GS-11B- 02267

THIS LEASE, made and entered into this date between: 717 14<sup>th</sup> Street LLC  
Whose address is: 1101 30<sup>th</sup> Street, NW  
Suite 210  
Washington, DC 20007

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 25,668 ANSI BOMA Rentable Square Feet (BRSF), being 23,018 ANSI BOMA Office Area Square Feet (BOASF), consisting of 9,977 BRSF (9,184 BOASF) on the 10<sup>th</sup> floor; 7,804 BRSF (6,996 BOASF) on the 11<sup>th</sup> floor; 7,887 BRSF (6,838 BOASF) on the 12<sup>th</sup> floor in the building located at 717 14<sup>th</sup> Street, NW, Washington, DC 20007-3200, as shown on the attached floor plans and made a part hereof.

To be used for office and related purposes as determined by the Government.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.18 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$1,093,355.00 (\$47.50 / BOASF) at the rate of \$91,112.92 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) base real estate taxes, \$92,072.00 to amortize a tenant improvement allowance of \$460,360.00 (\$20.00/BOASF) at (b) (4) annual interest. The operating cost base includes the daytime cleaning premium of \$0.70 / BOASF. Rent checks shall be payable to 717 14<sup>th</sup> Street LLC at the address shown below:

717 14<sup>th</sup> Street LLC  
1101 30<sup>th</sup> Street, NW  
Suite 210  
Washington, DC 20007-

\*\*\*\*\*

4. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rent of \$1,169,314.40 (\$50.80 / BOASF), payable at the rate of \$97,442.87 per month in arrears in addition to accrued operating cost adjustments during the initial term. A new operating cost base will be established based on the last year of the original term. Operating expense adjustments will be made from the new operating cost base. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-014. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 07-014. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) Prior to Government occupancy, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto as Rider #1 and made a part hereof.

LESSOR  GOVT 

b) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$20.00/BOASF, the rent shall be reduced accordingly. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of eight percent (8%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$968,597.00 (\$42.08 /BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.

c) The Government's percentage of occupancy for real estate tax purposes shall be 21.14%, based on 25,668 RSF / 121,443 RSF, subject to confirmation of the total rentable area of the entire building.

d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall be 5% and the general contractor's fees for general conditions shall be 3%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be 4% and architecture & engineering fees, if any, shall be 10%. Any such fees will be paid for out of the T/I Allowance.

e) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall be \$50/hour for the entire leased premises. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.

f) In the event of a discrepancy between the terms of this SF-2 and Rider # 2 and the SFO and its attachments, the terms of this SF-2 and Rider #2 shall control.

6. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 07-014, 52 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report, 16 pages
6. Small Business Subcontracting Plan, 13 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
8. GSA Form 3517, General Clauses, 32 pages
9. GSA Form 3518, Representations and Certifications, 7 pages
10. Floor Plans of Leased Area, 3 pages
11. Rider #1 - Fire & Life Safety, 2 pages
12. Rider #2 - Additional Lease Provisions, 1 page
13. Rider #3 - Security Requirements, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 717 14<sup>th</sup> Street LLC

By: 717 14th Street Member, LLC

(b) (6)  
\_\_\_\_\_  
(Signature)

Peter Minshall

TITLE: MANAGING MEMBER  
(Printed Name and Title)

DATE: 11-22-16

ADDRESS: 1101 30th St. NW, Suite 210  
WASHINGTON, D.C. 20007

IN (b) (6)  
\_\_\_\_\_  
(Signature)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

(b) (6)  
\_\_\_\_\_  
BY

Contracting Officer, GSA, NCR  
(Official title)

LESSOR PM GOVT WJ

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: APR - 1 2011

LEASE No. GS-11B-02268

THIS LEASE, made and entered into this date between: 717 14<sup>th</sup> Street LLC  
Whose address is: 1101 30<sup>th</sup> Street, NW  
Suite 210  
Washington, DC 20007

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 26,963 ANSI BOMA Rentable Square Feet (BRSF), being 24,572 ANSI BOMA Office Area Square Feet (BOASF), consisting of 6,236 BRSF (5,750 BOASF) on a portion of the 6<sup>th</sup> floor; 10,750 BRSF (9,647 BOASF) on the 7<sup>th</sup> floor; 9,977 BRSF (9,175 BOASF) on the 8<sup>th</sup> floor in the building located at 717 14<sup>th</sup> Street, NW, Washington, DC 20007-3200, as shown on the attached floor plans and made a part hereof.

To be used for office and related purposes as determined by the Government.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.18 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$1,167,170.00 (\$47.50 / BOASF) at the rate of \$97,264.17 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) base real estate taxes, \$98,288.00 to amortize a tenant improvement allowance of \$491,440.00 (\$20.00/BOASF) (b) (4) annual interest. The operating cost base includes the daytime cleaning premium of (b) (4). Rent checks shall be payable to 717 14<sup>th</sup> Street LLC at the address shown below:

717 14<sup>th</sup> Street LLC  
1101 30<sup>th</sup> Street, NW  
Suite 210  
Washington, DC 20007-

\*\*\*\*\*

4. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rent of \$1,248,257.60 (\$50.80 / BOASF), payable at the rate of \$104,021.46 per month in arrears in addition to accrued operating cost adjustments during the initial term. A new operating cost base will be established based on the last year of the original term. Operating expense adjustments will be made from the new operating cost base. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-014. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 07-014. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) Prior to Government occupancy, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto as Rider #1 and made a part hereof.

LESSOR  GOVT 

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b) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$20.00/BOASF, the rent shall be reduced accordingly. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of eight percent (8%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$1,033,989.70 (\$42.08 /BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.

c) The Government's percentage of occupancy for real estate tax purposes shall be 22.22%, based on 26,963 RSF / 121,443 RSF, subject to confirmation of the total rentable area of the entire building.

d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall be 5% and the general contractor's fees for general conditions shall be 3%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be 4% and architecture & engineering fees, if any, shall be 10%. Any such fees will be paid for out of the T/I Allowance.

e) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall be \$50/hour for the entire leased premises. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.

f) In the event of a discrepancy between the terms of this SF-2 and Rider # 2 and the SFO and its attachments, the terms of this SF 2 and Rider #2 shall control.

6. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 07-014, 52 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report, 16 pages
6. Small Business Subcontracting Plan, 13 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
8. GSA Form 3517, General Clauses, 32 pages
9. GSA Form 3518, Representations and Certifications, 7 pages
10. Floor Plans of Leased Area, 3 pages
11. Rider #1 - Fire & Life Safety, 2 pages
12. Rider #2 - Additional Lease Provisions, 1 page
13. Rider #3 - Security Requirements, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 717 14<sup>th</sup> Street LLC

By:

(b) (6) \_\_\_\_\_, LLC  
(Signature)

TITLE: Peter C. Minswan - Managing Member  
(Printed Name and Title)

DATE: 12/17/10

ADDRESS: 1101 30th St NW WASH DC  
20007

IN PRESENCE OF:

(Signature)  
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION  
(b) (6)

BY \_\_\_\_\_ Contracting Officer, GSA, NCR  
(Official title)

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